

A mortgage executed September 24, 1963, and recorded September 26, 1963, in Book 135, at pages 390 - 3, in the office of Register of Deeds, Douglas County, Kansas, in favor of Investors Diversified Services, Inc., formerly Investors Syndicate, securing a note in the original amount of Two Hundred Forty Thousand and no/100 (\$240,000.00) Dollars, which mortgage, by instrument executed March 18, 1964, and recorded April 1, 1964, in Book 137, at page 89, in the office of Register of Deeds, Douglas County, Kansas, was assigned to Investors Syndicate of America, Inc.;

A mortgage executed October 22, 1964, and recorded October 23, 1964, in Book 139, at pages 53- 60, in the office of Register of Deeds, Douglas County, Kansas, securing a note in the original amount of Two Hundred Sixty-five Thousand (\$265,000.00) Dollars, in favor of Paul M. Jones, which mortgage by instrument dated March 18, 1965, and recorded April 16, 1965, in Book 140, at page 140, in the office of Register of Deeds, Douglas County, Kansas, was assigned to Guardian Life Insurance Company of America, and subject further to an assignment of rent executed February 22, 1965, and recorded February 24, 1965, in Book 238, at pages 188 - 190, in the office of Register of Deeds, Douglas County, Kansas, in favor of Paul M. Jones, which assignment of rentals was, also, assigned to Guardian Insurance Company of America by the hereinabove assignment previously referred to;

WHEREAS, Mortgagor, being justly indebted to Mortgagee, has concurrently herewith executed and delivered to Mortgagee their certain promissory note, hereinafter referred to;

NOW, THEREFORE, Mortgagor covenants and agrees as follows, to-wit:

1. That they will pay said note as therein provided.
2. That the lien created by this mortgage is a valid second lien on the premises covered thereby, and that they will keep said premises and the rights, privileges and appurtenances thereto, free from all other lien claims of any kind and will protect and defend the title of said premises so that this mortgage shall be and remain a second lien thereon until said debt be fully paid.
3. That they will keep the improvements now, or hereafter, on said premises, insured against loss or damage by fire and the hazards and perils covered by the extended coverage endorsement, boiler explosion and other casualties which may be required by Mortgagee; in companies and amounts satisfactory to Mortgagee during the existence of the debt hereby secured, and will keep all such policies of insurance, of whatever nature, constantly assigned, pledged and delivered to Mortgagee, with the premiums thereon fully paid; and for further securing the payment thereof, hereby confers upon Mortgagee full power to settle and compromise all losses covered by said insurance, together with the right to demand, receive and receipt for all monies becoming payable thereunder, the same to apply, at the option of the Mortgagee, toward the payment of said note or the repair, restoration or rebuilding of the premises covered thereby, without affecting the lien of this mortgage, for the full amount secured hereby before such damage or payment over took place.